

**FARRIS MATHEWS BRANAN
BOBANGO HELLEN & DUNLAP PLC**

ATTORNEYS AT LAW

MEMPHIS DOWNTOWN
One Commerce Square, Suite 2000
Memphis, Tennessee 38103
Telephone 901-259-7100
Facsimile 901-259-7150

HISTORIC CASTNER-KNOTT BUILDING
618 CHURCH STREET, SUITE 300
NASHVILLE, TN 37219

(615) 726-1200 telephone
(615) 726-1776 facsimile

Charles B. Welch, Jr
cwelch@farrismathews.com

RECEIVED
2004 MAY 19 AM 8:20
T.R.A. ROOM
MEMPHIS EAST
1100 Ridgeway Loop Road, Suite 400
Memphis, Tennessee 38120
Telephone 901-259-7120
Facsimile 901-259-7180

Reply to
Nashville Office

May 18, 2004

Chairman Deborah Taylor Tate
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

04-00152

RE: IRM Utility, Inc. Petition to amend Certificate of Convenience and Necessity

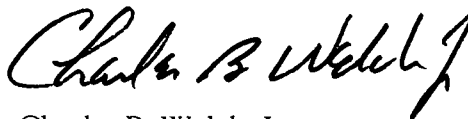
Dear Chairman Tate:

Please find enclosed an original and 14 copies of the above referenced petition. IRM Utility, Inc. desires to expand its services area to include a portion of Knox County, Tennessee known as Lot 23 – The River Club subdivision. I have enclosed our firm check in the amount of \$25.00 to cover the filing fee. Please date and stamp a copy for our records.

Thank you for your assistance regarding this matter. If you have any questions, or if I may be of further assistance, please do not hesitate to contact me.

Very truly yours,

FARRIS MATHEWS BRANAN
BOBANGO HELLEN & DUNLAP, PLC



Charles B. Welch, Jr.

CBW/ale

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

**PETITION OF INTEGRATED RESOURCE)
MANAGEMENT UTILITY, INC.)
TO AMEND ITS CERTIFICATE OF)
CONVENIENCE AND NECESSITY)**

Docket No. _____

**PETITION OF IRM UTILITY, INC. TO AMEND ITS CERTIFICATE OF
CONVENIENCE AND NECESSITY**

IRM Utility, Inc. ("IRM"), by and through its counsel, petitions the Tennessee Regulatory Authority to amend its Certificate of Convenience and Necessity to expand its service area to include a portion of Knox County known as Lot 23 - The River Club subdivision. In support of its petition, IRM submits the following:

I. The subject area is platted and recorded in the Knox County Court House in Knoxville, Tennessee.

II. The First Utility District of Knox County and Knox County have confirmed no intent to provide wastewater treatment services to the subject area

III. It is proposed that the property be managed under a special one lot contract as a commercial flow due to the high water use

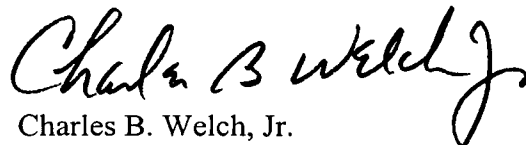
IV. Exhibits:

A – Proposed service area

B - Sewer service agreement

**C – Letters from First Utility District of Knox County and
Knox County Government**

Respectfully submitted,
FARRIS MATHEWS BRANAN
BOBANGO HELLEN & DUNLAP, PLC



Charles B. Welch, Jr.
618 Church Street, Suite 300
Nashville, TN 37219
(615) 726-1200 Telephone
(615) 726-1776 Facsimile

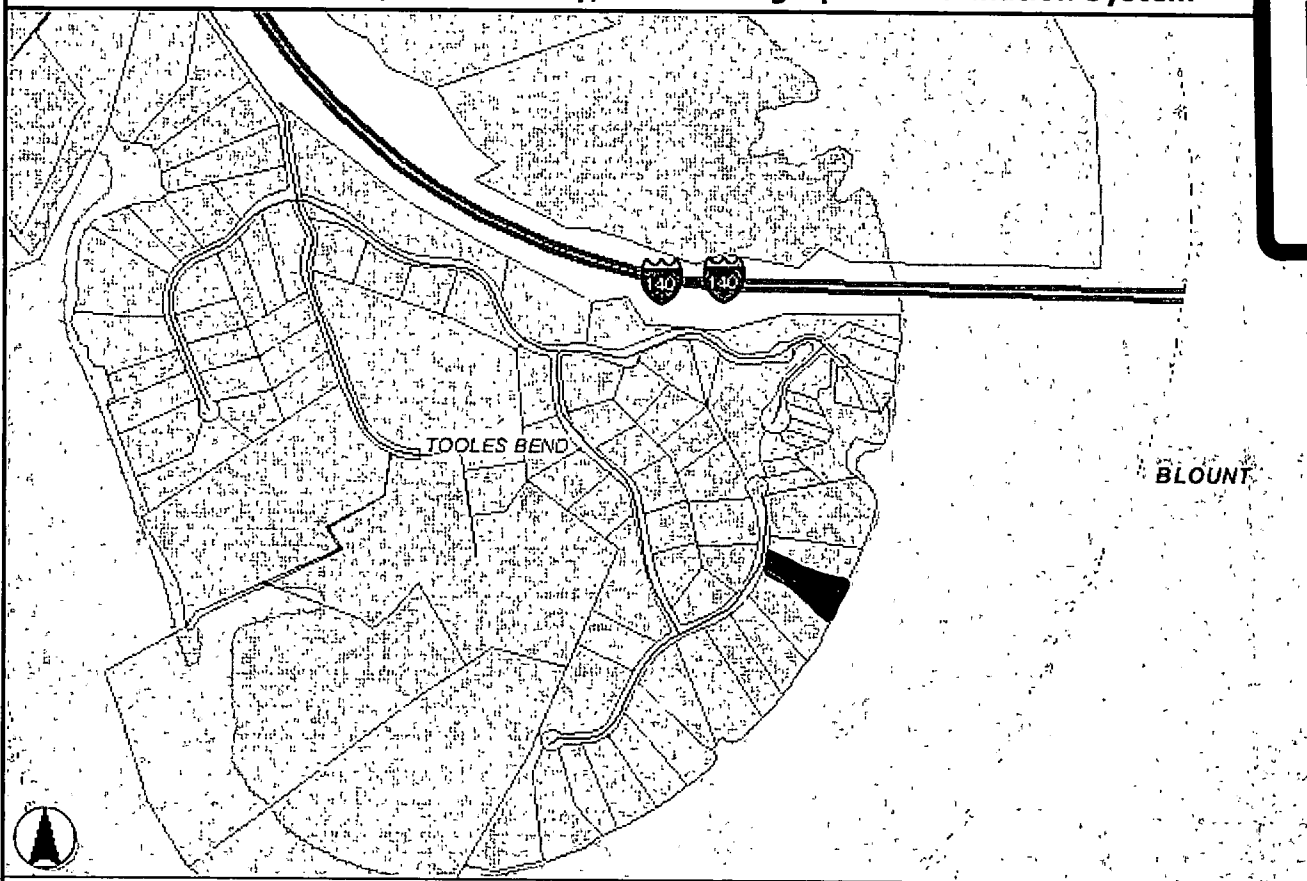
CBW/ale

KGIS - Knoxville, Knox County, K.U.B. Geographic Information System

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Map by KGIS- Copyright (C)2003

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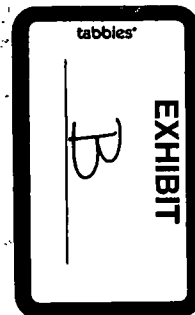
- | | |
|---------------------|-------------------------|
| Grade School | City Park |
| Intermediate School | County Park |
| Middle School | Golf Course |
| High School | Subdivisions |
| Local Roads | Knoxville City Boundary |
| Collectors | Farragut Boundary |
| Arterials | Knox County Boundary |
| Interstates | |
| Neighborhoods | |
| Parcels | |
| Rivers and Creeks | |
| Greenways | |

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P.O. Box 642
3444 Saint Andrews Drive
White Pine, Tennessee 37890
Phone (Vol) 674-0280
Facsimile (Vol) 674-2352
Toll Free (877) 746-2910



Sewer Service Agreement

This agreement entered into between **IRM** Utility, Inc., a Tennessee Corporation, Hereinafter called "**IRM** Utility" and Mr. & Mrs. Steven Harris Hereinafter called "customer."

WITNESSETH

Whereas, customer desires to purchase sewer services from **IRM** Utility and to enter into a sewer service agreement and IRM Utility desires to provide sewer services.

Now therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

In compliance with laws and environmental regulation set forth by the state of Tennessee, **IRM** Utility shall provide sewer services to the customer's property located at the following address:

Address: Captains Way
Lot #: 23
The River Club

The customer agrees to grant to **IRM** Utility, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and maintain sewer system components.

The customer shall be responsible for operation and repair of the outfall line to the septic tank and all plumbing in structures on the property described above and holds **IRM** Utility, harmless from any back-up or damages resulting from any back-up in the plumbing.

The customer agrees to follow the guide lines set forth in the Biological System User Manual (List of Required Practices).

IRM Utility shall be responsible for operation and repair of all components of the sewer system starting at the septic tank as described above.

The customer agrees to pay a security deposit of \$230.00 and to pay for sewer service in accordance with authorized rate schedules present and future and to use same in accordance with applicable rules and regulations that have been provided. The time and place of payment will be as set forth by **IRM** Utility.

The failure of customer to pay sewer service charges duly imposed shall result in the imposition of the following penalties:

1. Payment after the due date will be subject to a penalty of five percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the sewer or water service being shut off from the customer's property, with no final notice being sent.
3. In the event it becomes necessary for IRM Utility to shut off the sewer or water service from the customer's property, a fee of \$10.00 will be charged for disconnection of the service.
4. Before the service can be reconnected, all charges must be paid, including a re-connection fee of \$15.00.
5. A \$29.00 service charge will be applied for any returned checks.
6. In the event that the Utility elects to not cut off service, a lien or encumbrance may be placed on the property at the Knox County Courthouse and will only be released when all charges imposed to collect are paid in full, including legal fees and any and all expenses encumbered by the Utility.
7. The Utility has the right to enter into an agreement with the water provider to have water service interrupted in the event of non-payment.

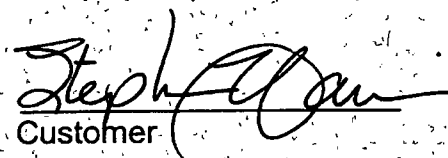
The rate charged will be \$112.00 per month in accordance to the Utility Tariff for large commercial flows. The design flow is 600 gallons per day and any overages will be charged according to the Utility Tariff. This agreement shall remain in effect for the duration of time that the customer owns the above described property.

IN WITNESS THEREOF, we have executed this agreement this 25 day of March, 2004.

IRM Utility, Inc.

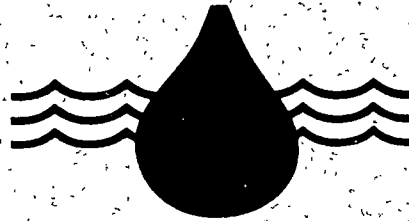


President



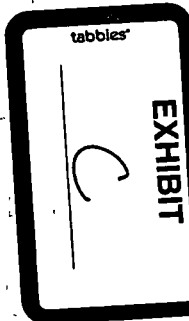
Customer

P.O. Box 22580
122 Durwood Road
Knoxville, TN 37933-0580
Phone (865) 966-9741
FAX (865) 675-4955



FIRST UTILITY DISTRICT
of Knox County

Water & Sewer Services
Member
American Water Works Association
Water Environment Federation



March 9, 2004

ESC
3444 St. Andrews Drive
Baneberry, TN 37890

Re: River Club lot 23

This is to affirm that sanitary sewer service is not currently available to River Club subdivision, lot 23. Additionally, First Utility District has no plans to provide this service to River Club subdivision in the near future.

Sincerely,

Robert A. Burnett
Engineering & Construction



OFFICE OF COUNTY MAYOR, MIKE RAGSDALE

400 Main Street, Suite 615, Knoxville TN 37902

May 4, 2004

ESC
3444 St. Andrews Dr
Baneberry, TN 37890

To Whom It May Concern:

Sanitary sewer service is not currently available to River Club subdivision, lot 23 in Knox County. Knox County Engineering and Public Works has no plans to provide this service to River Club subdivision in the near future. If you have any questions, please contact Bruce Wuethrich, Senior Director of Engineering & Public Works at (865) 215-5800.

Thanks,

Mike Ragsdale
Knox County Mayor